

01-14-2005
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Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)
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RECORD
TRADEMARKS

DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Affinia Group Inc.

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State
☐ Other

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other

Execution Date: 11/30/04

2. Name and address of receiving party(ies)

Name: JPMorgan Chase Bank, N.A.

Internal

Address: _____

Street Address: 270 Park Avenue

City: New York State: NY Zip: 10017

- ☐ Individual(s) citizenship _____
☒ Association _____
☐ General Partnership _____
☐ Limited Partnership _____
☐ Corporation-State _____
☐ Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☒ No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

see Schedule 1-B

B. Trademark Registration No.(s)

see Schedule 1-A

Additional number(s) attached ☒ Yes ☐ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Penelope Agodoa

Internal Address: Federal Research Corporation

Street Address: 1030 15th Street, NW

Suite 920

City: Washington State: DC Zip: 20005

6. Total number of applications and registrations involved:

17

7. Total fee (37 CFR 3.41).....\$ 440.00

- ☒ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Andrea Conis

Name of Person Signing

Alonis

Signature

1/4/05

Date

Total number of pages including cover sheet, attachments, and document: 5

01/18/2005 ECOOPER 00000007 78135147

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

01 FC:8521
02 FC:8522

40.00 DP
400.00 DP

TRADEMARK
REEL: 003104 FRAME: 0352

SCHEDULE 1-B TO GRANT OF SECURITY INTERESTS

TRADEMARK APPLICATIONS

TRADEMARK	OWNER	APP. NO.
TRU-CROSS	AFFINIA GROUP INC.	78135147
BRUTE POWER	AFFINIA GROUP INC.	78246772
BRUTE POWER	AFFINIA GROUP INC.	78246785
SUPER-BRUTE	AFFINIA GROUP INC.	78247116
SUPER-BRUTE	AFFINIA GROUP INC.	78247174

SCHEDULE 1-A TO GRANT OF SECURITY INTERESTS

TRADEMARKS

TRADEMARK	OWNER	REG. NO.
UNI-MOTIVE	AFFINIA GROUP INC.	809860
VERA	AFFINIA GROUP INC.	1288661
VERAVERA	AFFINIA GROUP INC.	1288662
CYCLOPS	AFFINIA GROUP INC.	1339100
GENERAL GENERAL GENERAL	AFFINIA GROUP INC.	1373498
ENGINE PAC	AFFINIA GROUP INC.	1398444
PAY LOAD SPRING & DESIGN	AFFINIA GROUP INC.	1408378
LOAD RIDERS	AFFINIA GROUP INC.	1415574
CAM PAC	AFFINIA GROUP INC.	1425477
MCQUAY-NORRIS	AFFINIA GROUP INC.	1681113
LOCKWORKS	AFFINIA GROUP INC.	1753073
PROFESSIONAL GRADE CHASSIS	AFFINIA GROUP INC.	2489600

GRANT OF SECURITY INTEREST

TRADEMARKS

THIS GRANT OF SECURITY INTEREST, dated as of November 30, 2004, is executed by AFFINIA GROUP INC. ("the Guarantor"), in favor of JPMORGAN CHASE BANK, N.A., as Collateral Agent (in such capacity, the "Collateral Agent") for the ratable benefit of the Secured Parties, as defined in the Collateral Agreement.

A. Reference is made to the Guarantee and Collateral Agreement dated and effective as of November 30, 2004 (the "Collateral Agreement"), among Affinia Group Intermediate Holdings Inc., Affinia Group Inc., each other Subsidiary Loan Party identified therein and the Collateral Agent. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Collateral Agreement.

B. Schedule 1-A and Schedule 1-B hereof constitute a complete list, as of the date hereof, of trademark registrations or trademark applications filed in the Guarantor's name in the United States Patent and Trademark Office. After the date of the Collateral Agreement, the terms and provisions of which are hereby incorporated herein as if fully set forth herein, the Guarantor shall inform the Collateral Agent, in accordance with the provisions of the Collateral Agreement, of any addition or change that is necessary to be made to Schedule 1-A or Schedule 1-B in order to maintain such schedule's completeness or accuracy.

C. The Guarantor hereby grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in all right, title and interest of the Guarantor in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and all proceeds thereof, including any and all causes of action that may exist by reason of infringement thereof for the full term of the Trademarks (the "Collateral"), to secure the payment or performance in full of the Obligations, as defined in the Collateral Agreement.

D. The Guarantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Collateral granted hereby are more fully set forth in the Collateral Agreement.


The Secured Party's address is:

JPMorgan Chase Bank, N.A.
270 Park Avenue
New York, NY 10017

IN WITNESS WHEREOF, the Debtor has caused this instrument to be executed as of the day and year first above written.

AFFINIA GROUP INC.

By:



Name:
Title:

[SIGNATURE PAGE TO GRANT OF SECURITY INTEREST - TRADEMARKS]

[[2452128]]

RECORDED: 01/14/2005

TRADEMARK
REEL: 003104 FRAME: 0356